

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

KNIGHTBROOK INSURANCE : CIVIL ACTION
COMPANY

:
v. :
: NO. 15-2929

NORTHFIELD INSURANCE :
COMPANY

ORDER

AND NOW, this 26th day of January 2016, upon consideration of Plaintiff's Motion for Summary Judgment (ECF Doc. No. 20), Defendant Northfield Insurance Company's Cross-Motion for Summary Judgment (ECF Doc. No. 21), Oppositions (ECF Doc. Nos. 22, 23), following oral argument and for the reasons in the accompanying Memorandum, it is

ORDERED:

1. Plaintiff Knightbrook Insurance Company's Motion (ECF Doc. No. 20) is **GRANTED** as to duty to defend but **DENIED** as to a duty to indemnify. Plaintiff shall file a certification of its reasonable attorneys' fees and costs incurred and paid on the insured's behalf on or before **February 4, 2016** and Defendant may file a response to the Plaintiff's certification of reasonable fees and costs on or before **February 12, 2016**; and,
2. Defendant Northfield Insurance Company's Motion for Summary Judgment (ECF Doc. No. 21) is **GRANTED** as to a duty to indemnify but **DENIED** as to a duty to defend.



KEARNEY, J.